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ABSTRACT

This booklet explains the statutory procedures for not renewing a teacher's contract or discharging a teacher in the state of Washington. It offers a fill-in timetable and step-by-step checklist that are used in the Seattle school district to help administrators meet statutory timelines. Appendix A contains procedures for evaluation of classroom teachers as found in the Seattle school district/Seattle Teachers Association 1978-79 collective bargaining contract. Appendix B contains a checklist from the same source that is the minimum evaluative criteria established by the state superintendent of public instruction. Appendix C offers a copy of the district's annual performance evaluation form and instructions for its completion. The booklet suggests that timeliness is crucial if a district's decision to nonrenew is to be upheld and if a teacher is to receive adequate opportunity to improve. (Author/LD)

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THE SEATTLE PLAN: EVALUATION, PROBATION AND NONRENEWAL OF CERTIFICATED TEACHERS

by

Gary M. Little

Revised

November 1978

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THE SEATTLE PLAN: EVALUATION, PROBATION AND NONRENEWAL OF CERTIFICATED TEACHERS

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I. INTRODUCTION

The Fourteenth Amendment to the United States Constitution states, in part:

> . . . nor shall any State deprive any person of life, liberty, or property, without due process of law.

Cases decided by the U.S. Supreme Court have established that a teacher's interest in his or her job is a property interest protected by the Due Process Clause, where an official or de facto system of tenure or other established practice of automatic renewal of contract exists.

In Board of Regents v. Roth, 408 U.S. 564 (1972), the Court said:

> [T]he requirements of procedural due process apply only to the deprivation of interests encompassed by the Fourteenth Amendment's protection of liberty and property. 408 U.S. 569.

This means that unless a teacher's interest in a teaching position can be classified as either "liberty" or "property" the Fourteenth Amendment's due process protections do not apply. Given this threshold requirement it is necessary to know if, and when, a teacher has an interest that can be categorized so as to obtain Constitutional protection.

In Roth a teacher hired to teach for one year at a state university was informed that he would not be rehired for the next year. He was given no explanation, nor was he provided any hearing. The teacher brought suit claiming that the university's failure to advise him of the reasons for its decision violated due process. The Court held that the teacher was not deprived of "liberty" in that all the university did was decide not to rehire him. Had the

university stigmatized him or otherwise imposed a disability on his freedom to take advantage of other employment opportunities then, because of the injury to future employment possibilities, the threat to the teacher's liberty would have required due process protection. But here, where the teacher's "good name, reputation, honor, or integrity" was not at stake, there was no deprivation of liberty requiring Constitutional protection. Roth, supra at 573.

In its determination of whether there was a property interest involved in the teacher's claim, the Court said:

> To have a property interest in a benefit there must be a legitimate claim of entitlement to it. Roth, supra at 577.
>
> Property interests . . . are created . . . by existing rules or understandings that stem from an independent source such as state law--rules or understandings that secure certain benefits and that support claims of entitlement to those benefits. Id. at 577.

To determine if a teacher has a constitutionally recognizable property interest, it is necessary to look to state statutes, to the teacher's individual contract, and governing procedures of the educational institution.

In Roth's case neither state law nor his contract made any provision for renewal. Although acknowledging that Roth had an abstract concern in being rehired, the Court found that, absent a renewal provision, he did not have a property interest sufficient to trigger due process protection. Id. at 578.

As Roth had neither a cognizable "liberty" or "property" interest he was not able to demand that any procedural due process be accorded him prior to the university's decision not to renew his contract.

Despite the holding in Roth that there is no Constitutional requirement that a nontenured teacher be afforded a hearing or be given reasons for his

nonretention unless it can be shown that the nonretention deprived the teacher of some interest in liberty or property protected by the Fourteenth Amendment, the Court in Perry v. Sinderman, 408 U.S. 593 (1972), indicated that the label of "tenured" or "nontenured" will not itself be determinative of the teacher's rights. Here the Court said that a teacher should be allowed to show that his status under a de facto tenure system was essentially equivalent to being tenured. In this case Sinderman, who had been teaching in the Texas college system for ten years--the last four in the same school under a series of one-year contracts, did not get his contract renewed. As in Roth, neither a prior hearing nor an explanation was given him. Sinderman brought a suit, alleging that the lack of a hearing violated his Fourteenth Amendment due process right. Sinderman's situation is distinguishable from Roth's in that, despite lack of a formal tenure system, he claimed that the school had a de facto system under which he had tenure.

Because of this claim, the Court sent the case back to a trial court to give Sinderman the opportunity of proving that he had a property interest in his position at the college. The basis or source of this property right was alleged to be statements in the Faculty Code--statements meeting the Roth requirement of rules or understandings sufficient to support a claim of entitlement to certain benefits.

As both Sinderman and Roth indicate, one way currently recognized by the Court for a teacher to show a property interest sufficient to get Fourteenth Amendment due process protection is for the teacher to show that he or she has tenure, either through a formal or a de facto tenure system.

Although Washington is one of the few states in the nation which has not

adopted a formal tenure system for common school teachers, Washington does by statute establish a property interest in a teacher's continuing job and specifies due process protection for that interest. The statutes which do this are RCW 28A.58.450, 28A.58.455, 28A.67.065, 28A.67.070, and 28A.67.072. The first of these, RCW 28A.58.450, indicates what is required when a teacher is to be "discharged" or have his or her contract status otherwise "adversely affected." RCW 28A.67.065, .070, and .072 outline the procedure to be used when a school district decides to "nonrenew" a teacher's contract. RCW 28A.58.455 specifies the hearing procedure for appeals from discharge, adverse effect, and nonrenewal.

Before an explanation of the nonrenewal procedures, it would be helpful to explain why Washington's teacher employment statutes are not typical tenure statutes.

RCW 28A.67.070 states, in part:

> No teacher, principal, supervisor, superintendent, or other certificated employee, holding a position as such with a school district, hereinafter referred to as "employee," shall be employed except by written order of a majority of the directors of the district at a regular or special meeting thereof, nor unless he is the holder of an effective teacher's certificate or other certificate required by law or the state board of education for the position for which the employee is employed.
>
> The board shall make with each employee employed by it a written contract, which shall be in conformity with the laws of this state, and limited to a term of not more than one year.
>
> . . .
>
> [Unless the procedures for notice of nonrenewal are complied with] the employee . . . shall be conclusively presumed to have been reemployed. . .

What this statute gives teachers is not typical of tenure systems. However, it does give certain reemployment rights which apply with equal force to all teachers except first-year teachers. This "continuing contract" statute does not create classes of tenured and nontenured teachers, with tenured teachers

getting reemployment preferences. Instead, each teacher who has signed a one-year contract with a school district in Washington is presumed to have that contract renewed unless a nonrenewal notice is sent in accordance with statute. This presumption of renewal is sometimes referred to as automatic tenure, but it should be remembered that it is not the same as a typical tenure system. Peters v. South Kitsap School District No. 402, 8 Wn. App. 809, 813, 509 P.2d 67 (1973).

RCW 28A.67.070 contains the procedural requirements which must be followed (except with first-year teachers) before a teacher's contract may be nonrenewed. Nonrenewal is the method used to remove a teacher for the next school year. It differs from discharge, which is the method used to immediately terminate a teacher. Discharge is used to remove a teacher during the current teaching year who has suddenly engaged in gross misconduct or a series of gross misbehaviors, or whose work performance or lack thereof amounts to breach of contract. Causes for discharging a teacher are frequently so major that cause or causes of the discharge would also constitute sufficient grounds for revoking the teacher's certificate to teach. These are listed in RCW 28A.70.160 as "immorality, violation of written contract, intemperance, crime against the law of the State, or any unprofessional conduct." RCW 28A.58.450 and .455 establish the process to be followed in discharging a teacher. Briefly, the statutes require 1) probable cause to discharge; 2) written notification to the employee specifying the reasons for discharge; 3) personal service or service by certified or registered mail; 4) the opportunity for a hearing, either open or closed as the employee requests. If there is a hearing the causes for discharge must be established by a preponderance of the evidence.

The statutory procedure to be followed in nonrenewing a teacher's contract contains the same requirements. As indicated above, a hearing must be held if the employee requests one. The decision at such a hearing may be based only on the causes specified in the notice which the employee received and must be established by a preponderance of the evidence. The statute emphasizes that the timeliness of the probable cause to nonrenew notice and/or the notice of hearing is crucial: lack of timely notice grants the employee the conclusive presumption of reemployment.

Full compliance with these statutory requirements can only be met if another statute, RCW 28A.67.065, is read along with RCW 28A.67.070. RCW 28A.67.065 requires four things:

(1) Every board of directors must establish criteria and procedures for all certificated employees. Procedures and criteria for evaluation must be negotiated with the collective bargaining representative of the nonsupervisory certificated employees.

(2) Each employee must be observed and evaluated at least twice annually for a minimum total observation time of 60 minutes. New employees must be observed for at least 30 minutes and evaluated within the first 90 days of their employment. Each observation shall be promptly documented in writing with a copy given to the employee within three days of the preparation of the written report.

(3) Each employee evaluated as unsatisfactory must receive written notice of deficiencies, as well as a suggested specific and reasonable program for improvement--this must be done no later than February 1st of each year.

(4) A probationary period from February 1st to May 1st must be established so that employees evaluated as unsatisfactory may demonstrate improvement. During the probationary period the principal or evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of progress, if any, made by the employee. Improvement, or lack thereof, shall be specifically documented in writing and copies should be provided ot the employee. The principal or evaluator may authorize one other certificated employee to evaluate the probationer and to aid him or her in improving areas of deficiency.

With first-year, or "provisional" employees of a district, the procedures are somewhat different. Evaluations must still take place and be documented. The exclusive means for nonrenewing a provisional employee's contract is for the superintendent to notify the employee by May 15th of reasons for nonrenewal. An informal appeal procedure is provided for by RCW 28A.67.072.

In order to fulfill RCW 28A.67.070's requirement of giving an employee written notice of probable cause to nonrenew a contract by May 15th of the year preceding the next contract year, a school district must act much sooner than May 15th. A written notice of performance deficiencies, specific reasonable program for improvement, and a February 1st to May 1st probationary period are conditions precedent to a pre-May 15th notice of probable cause to nonrenew.

In a school district as large as Seattle's attention must be given to the nonrenewal process almost as soon as school begins in September. Although the statutes state the nonrenewal procedures clearly, the difficulty in working with them comes in meeting the time deadlines they establish and in coordi-

nating time-line compliance throughout all 120 or so schools in the district.

As was noted earlier, RCW 28A.67.070 stresses that timeliness is crucial if a district's decision to nonrenew is to be upheld. Timeliness is also essential from the teacher's veiwpoint, as early notice of deficiencies gives a teacher full opportunity to improve during the probationary period and thus to remove potential probable causes for nonrenewal.

To help both the district as it goes about the nonrenewal process and to insure that teachers receive the full advantage of the statutory protections prior to nonrenewal, the following timetable and step-by-step checklist are used in the Seattle School District. These are printed below so that the practical application of the statutory scheme may be seen. Except as noted, the indicated dates are not required by state law and are only recommended in order that statutorily mandated timelines may be met.

II. TIMETABLE

End of 90 day period following commencement of school.*	First 30-minute observation must be made for all nonsupervisory certificated employees new to the District at the beginning of this school year.
January 15	First annual performance evaluation completed for all certificated employees when work is judged "unsatisfactory." Copies should be sent to the Area Administrators and the Personnel Director's office.
February 1*	Every employee whose work is judged "unsatisfactory" shall be notified in writing by the Superintendent of stated specific areas of deficiencies along with a suggested specific and reasonable program for improvement.
February 1 to May 1*	Probationary period for the employee judged "unsatisfactory" to demonstrate improvement. The principal, program manager or supervisor shall diligently work to help the certificated employee improve. Use of all appropriate resources shall be made. The principal, program manager or supervisor shall meet with such employee at least twice a month to supervise and make written evaluation reports of progress of the employee. It should be noted whether or not the certificated employee is making progress. This fact should be substantiated by corroborative evidence from other staff who are involved in the evaluation. Probationary status may be lifted at any time between February 1 and May 1 if satisfactory improvement of stated deficiencies has been documented.
May 1	Annual performance evaluations due for (1) all certificated employees evaluated as "satisfactory." (2) the second annual performance evaluation for all certificated employees who were judged "unsatisfactory" in their first annual performance evaluation.
May 15*	Every employee who is evaluated as "unsatisfactory," after completion of a probation period, shall be given notice of probable cause for nonrenewal. Annual evaluation of all satisfactory new and continuing employees shall be finalized by completing the Annual Performance Evaluation form.

*Statutorily mandated dates, RCW 28A.67.065 and 28A.67.070.

III. CHECKLIST

1. _____ _____ _____ Orientation of faculty ("certificated
(Check) (Date) (Initial)
employees" or "Educator" herein) at beginning of year. It is recommended that the principal, program manager, or supervisor advise the faculty

   a. _____ of the law requiring observation and evaluation;

   b. _____ of who will be observing and evaluating;

   c. _____ when observations and evaluations will occur;

   d. _____ of criteria which will be utilized, District rules to be followed, etc.

2. _____ _____ _____ Within 90 calendar days after the
(Check) (Date) (Initial)
beginning of their employment, all newly hired (i.e., provisional) certificated employees shall be observed and evaluated for at least 30 minutes (see #3a, b, c).

3. _____ _____ _____ First day of school to January 15.
(Check) (Date) (Initial)
Preliminary observations and evaluations of <u>all</u> certificated employees to identify such employees whose performance is judged unsatisfactory. The term "observation" means actual visual observation(s) of the Educator. The term "evaluation" means written analysis of the educator based on the observation(s); the analysis is to be based on specified criteria (see Appendix B).

   a. _____ To the extent practical under the circumstances, all observation(s) should be preceded by a conference between the observer and the educator being observed so that all parties fully understand what is transpiring.

   b. _____ Where appropriate, the observation(s) should be followed by a conference between the observer and the Educator.

c. _____ The observation criteria checklist (Appendix B) shall be utilized in making observations.

4. _____ _____ ___ _____ January 15. Educators who are evaluated
(Check) (Date) (Initial)
unsatisfactory, and who therefore may be subject to probation and non-renewal, should be identified and a copy of this evaluation placed in their school file. The appropriate area administrator should be informed of the impending unsatisfactory rating and the events leading to this conclusion as soon in the school year as it is possible but in any event no later than January 15. The tentative evaluation will be reviewed by the District's General Counsel, Personnel Director and area administator to determine the legal sufficiency and appropriate next steps of the evaluation for probationary status. (The principal and area administrator will be given assistance in completing the Annual Performance Evaluation and written report which follow.)

a. _____ _____ _____ On or before January 15. Preliminary
(Check) (Date) (Initial)
evaluations (i.e., first Annual Performance Evaluation) are due for certificated employees evaluated as unsatisfactory as of this date. In preparing these reports use the "Instructions for Completion of the Annual Performance Evaluation" (Appendix C). This report is to be presented to the Educator for his or her review and signature.

5. _____ _____ _____ Prior to February 1. The Administrator
(Check) (Date) (Initial)
recommends to the Superintendent that the Educator evaluated as unsatisfactory be placed on probation. The Superintendent places the Educator on probation. The employee is notified in writing by the Superintendent of stated areas of deficiencies along with a suggested specific and reasonable program for improvement.

6. _____ _____ _____ Prior to February 1. It is recommended
(Check) (Date) (Initial)
that an annual performance evaluation conference be held by the school principal and the evaluator(s) with the Educator involved so that all parties fully understand what the Educator's areas of deficiency are and what the Educator must do for improvement.

7. _____ _____ _____ February 1 - May 1. Probation Period.
(Check) (Date) (Initial)
Observations and evaluation of Educators declared unsatisfactory on February 1. During the probationary period every effort must be made to help the Educator overcome his or her deficiencies. A program must be instituted which is designed to assist the Educator. The following are suggested procedures:

a. _____ Professional in-service classes;

b. _____ Direct assistance by the principal, department head, and grade level or subject teachers;

c. _____ Suggestions and assistance from subject area consultants.

Twice monthly, the principal must meet with the Educator and make a written evaluation of the progress, if any, made by the Educator. The probationary status may be lifted at any time between February 1 and May 1 if satisfactory improvement of stated deficiencies has been documented.

8. _____ _____ _____ May 1. Annual Performance Evaluations
(Check) (Date) (Initial)
are due from evaluators for (a) <u>all</u> certificated employees evaluated as satisfactory, and (b) the <u>second</u> Annual Performance Evaluation is due from evaluators for <u>all</u> certificated employees who were previously reported as unsatisfactory and who were placed on probation. At this time, those educators will be evaluated as either satisfactory or unsatisfactory.

9. _____ _____ _____ Approximately May 1. Copies of all
(Check) (Date) (Initial)
documents concerning educators evaluated May 1 as unsatisfactory should be forwarded to the Probation Review Committee.

10. _____ _____ _____ If the Superintendent upon recommenda-
(Check) (Date) (Initial)
tion determines that an Educator's contract should not be renewed, he or she will determine that there is "probable cause" to nonrenew the Educator's contract.

11. _____ _____ _____ Prior to May 15. Certificated employees
(Check) (Date) (Initial)
whose contracts will not be renewed for the next teaching year must be so notified in writing no later than May 15. Letters of "probable cause" for nonrenewal will be prepared and hand-delivered or mailed by certified or registered mail, return receipt requested.

12. _____ _____ _____ The letter of nonrenewal must specify
(Check) (Date) (Initial)
all of the "probable cause or causes" for nonrenewal of the Educator's contract and must indicate that the Educator is entitled to a hearing if he or she requests one within 10 days.

13. _____ _____ _____ Within 10 days after receiving the letter
(Check) (Date) (Initial)
of nonrenewal the Educator may request a hearing before a hearing officer to determine whether or not there is in fact sufficient cause for non-renewal of the contract. The request must be in writing, filed with the President or Secretary of the Board of Directors, and should specify whether an open or closed hearing is desired. In the event there is not a timely request for a hearing the Board will proceed to act to nonrenew the Educator's contract.

14. _____ _____ _____ Within 10 days of receipt of request
(Check) (Date) (Initial)
for a hearing, the Board and employee appoint nominees who then jointly choose a hearing officer. The hearing officer holds a prehearing conference within five days. Three days prior to the date fixed for the conference the Educator must be notified in writing of the date, time and place of the conference. At the prehearing conference, the hearing officer shall establish the date of the commencement of the hearing, to be within 10 days of the conference. The hearing shall be open or closed as requested by the Educator, but if the Educator fails to make such a request, the hearing officer may determine whether the hearing shall be open or closed. The hearing officer may reasonably regulate the conduct of the hearing. The Educator may engage such counsel and produce such witnesses as he or she desires.

15. _____ _____ _____ Within 10 days of the conclusion of
(Check) (Date) (Initial)
the hearing, the hearing officer shall notify the Educator and the School Board in writing of his or her decision to renew or nonrenew the Educator's contract.

As can be seen, the above steps,necessary to comply with the statutory scheme to effectuate nonrenewal of a teachers contract, assure full and timely notice to a teacher regarding elements of teaching performance which might be cause for nonrenewal. In addition to providing notice, the statute mandates that a significant time period be provided to allow the teacher a chance to correct any deficiencies. Even beyond this, the teacher is told not only of deficiencies but also of specific ways to improve.

While the recent case law in the area of teachers' rights has been focused on the concept of tenure and has required the teacher to establish a protected

liberty or property interest in order to gain due process protection, the Washington experience illustrates an alternative route to the goal of procedural protection. Looking at the detailed procedures of the Washington statutory scheme described above, it cannot be said that Washington teachers are disadvantaged by the lack of a formal or even a de facto system of tenure.

APPENDIX A

CONTRACT PROVISIONS

The procedures for evaluation of classroom teachers are found in the following excerpt from the Seattle School District/Seattle Teachers Association 1978-1979 Collective Bargaining Contract.

ARTICLE VIII: EVALUATION

SECTION A: Annual Performance Evaluation

1. Procedures and criteria listed below shall be utilized by the District to evaluate all certificated non-supervisory educational employees:

   a. The building principal or program manager shall be responsible for completing the annual performance evaluation form (Appendix I) of every employee whose major portion of assignment is in his or her building.

   b. An employee who does not spend a major portion of his or her time in one building shall be evaluated by the administrative director or supervisor for his or her particular service.

   c. An employee who serves equal time in two (2) buildings will be evaluated by each building principal or program manager.

   d. The instructions to evaluators shall indicate that a transfer to a different building is a factor outside the individual's control and shall be considered and noted as appropriate in the evaluation as a factor which influences the employee's performance.

   e. The principal, program manager or supervisor shall:

      (1) Observe all continuing employees on at least two (2) separate occasions for a total period of not less than sixty (60) minutes per year.

      (2) Utilize the observation criteria checklist shown in Appendix H. By April 2, 1979, a joint committee shall be reconvened, containing at least one (1) member each from the STA and SSD appointees to the original pilot committee, to evaluate the instrument and make recommendations. The criteria and indicators for certificated support personnel as established and suggested by the Superintendent of Public Instruction in January, 1977, shall be used for evaluation of such employees. *

      (3) Complete two (2) copies of the classroom observation criteria checklist (Appendix H) within three (3) working days after the observations referenced in A-1-e-(2).

         (a) One copy shall be retained by the building principal, program manager or supervisor to be used to complete the annual performance evaluation form (Appendix I).

         (b) One copy shall be given to the employee within three (3) days following the observation. Either the observer, the classroom teacher or the certificated support person may request a conference regarding the observation criteria checklist.

(c) The teacher or the certificated support person may respond to the observer regarding the observation criteria checklist (Appendix H) in writing within three (3) days of its receipt.

(4) Non-supervisory certificated employees covered by this contract, Article 1, Section A, shall not:

(a) Conduct either of the two (2) formal observations as referred to in Article VIII, A-1-e-(1).

(b) Conduct the observations of newly hired employees as referred to in Article VIII, A-1-e-(4).

(c) Complete the annual performance evaluation form (Appendix I) for all employees as referred to in Article VIII, A-1-e-(5).

Such employees may, however, be involved in further or additional observations for the improvement of instruction.

(5) Observe all newly hired (i.e., provisional) employees at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of employment.

(6) Complete by January 15 an annual performance evaluation form (Appendix I) for all employees for whom the probation provisions of RCW 28A.67.065 apply if the performance of any such employee is judged to be unsatisfactory based on one or more of the observations conducted utilizing the observation criteria checklist shown in Appendix H.

(a) Such employee shall be notified in writing by the Superintendent of stated areas of deficiencies along with the recommendations for improvement by February 1.

(b) Such employee may be placed on probation by the Superintendent on or before February 1 and ending no later than May 1.

(c) The principal, program manager or supervisor shall meet with such employee at least twice per month to supervise and make written evaluation reports of progress of the employee.

(d) The principal, program manager or supervisor may lift the probationary status at any time between February 1 and May 1 if satisfactory improvement of stated deficiencies has been documented.

(7) Finalize annual evaluation of all satisfactory new or continuing employees by completing the annual performance evaluation form (Appendix I) no later than May 15.

(a) One copy of the form shall be given to the employee, one copy shall be retained in the employee's work site personnel file, and one copy shall be sent through the area administrator to the employee's personnel file.

(b) The observation criteria checklists (Appendix H) used to determine satisfactory or unsatisfactory performance shall be destroyed at the end of the school year.

(8) Shall provide all employees with the opportunity for no less than two (2) confidential conferences with his or her immediate supervisor for the purpose of aiding the employee in his or her professional performance.

APPENDIX B

OBSERVATION CRITERIA CHECKLIST

The following checklist forms a part of the collective bargaining contract between the District and the Seattle Teachers Association. As required by RCW 28A.67.065, the checklist contains as a minimum the evaluative criteria established by the State Superintendent of Public Instruction. The checklist is the basis of all evaluations of certificated employees.

CLASSROOM OBSERVATIONS ONLY THIS SHEET

Classroom Teacher_____
Observer_____
Date and Time of Observation_____

CRITERIA CHECKLIST

Instructions for Use: Indicators relating to the first criteria only are to be used by the observer in the classroom observation. In that setting, the observer should mark all statements YES, NO or NOT APPLICABLE. After the classroom observation, the observer should answer criteria two through eight, using the indicators provided as a reference. Anecdotal comments which help recall specific incidents may be noted in the space entitled COMMENTS. The entire checklist, including criteria two through eight, is intended as a set of notes which will provide some concrete data upon which a narrative statement may be based.

Criterion 1: INSTRUCTIONAL SKILL. The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.	YES	NO	N.A.	COMMENTS
PLANNING 1.1.1 Diagnoses student needs prior to developing plans.				
1.1.2 Plans lesson objectives to be clear, specific, measurable, and in conformance with District scope and sequence.				
1.1.3 Meets the learning needs of individual students by planning instructional strategies appropriate to the students involved, the subject matter and the desired learning objectives.				
1.1.4 Makes provision for students to engage in activities such as inquiring, manipulating, questioning, analyzing, summarizing, outlining, generalizing, evaluating, speculating, hypothesizing, comparing.				
IMPLEMENTING 1.2.1 Uses learning activities designed to achieve stated objectives.				
1.2.2 Presents subject matter clearly and precisely.				

(Carbonless forms; please handle with care)

Criterion 1: INSTRUCTIONAL SKILL (continued)	YES	NO	N.A.	COMMENTS
IMPLEMENTING (continued)				
1.2.3 Gives clear directions and checks for student understanding.				
1.2.4 Practices appropriate reinforcement.				
1.2.5 Evaluates and informs students of their progress.				
1.2.6 Paces the lesson appropriately.				
1.2.7 Presents the lesson in an order which aids student achievement.				
1.2.8 Summarizes and closes each lesson.				
1.2.9 Motivates students to accomplish stated objectives.				
EVALUATING				
1.3.1 Analyzes lesson to guide future planning.				
1.3.2 Uses lesson analysis to assess and work toward improvement of teaching performance.				
1.3.3 Uses time and materials effectively in relation to lesson goals and objectives.				

(Carbonless forms; please handle with care)

Criterion 2: CLASSROOM MANAGEMENT

2.1 Organizes the physical setting and provides a classroom environment conducive to student learning.

2.2 Delegates appropriate responsibilities and tasks to students.

2.3 Establishes automatic and orderly arrival, departure, fire and earthquake drills and other routines.

2.4 Organizes individual, small group and large group learning activities as appropriate to the students, subject matter, and lesson objectives.

2.5 Identifies and uses the instructional resources available in the school district and the community.

2.6 Insures that materials and information can be read or seen by the students.

2.7 Deploys human resources (e.g. volunteers, paraprofessionals) to facilitate maximum student growth.

Criterion 3: PROFESSIONAL PREPARATION AND SCHOLARSHIP

3.1 Demonstrates a knowledge of a variety of teaching strategies.

3.2 Demonstrates knowledge and skills in meeting the academic, emotional, and psychological needs of individual students.

3.3 Demonstrates through planning and interacting skills knowledge of principles of learning.

3.4 Demonstrates commitment by participation in professional activities, e.g. professional classes, individual reading and research, advancement beyond minimum certification, and professional organizations.

Criterion 4: EFFORT TOWARD IMPROVEMENT WHEN NEEDED

4.1 Establishes goals and initiates activities aimed at professional growth and development.

4.2 Responds to recommendations made in periodic and annual performance evaluations.

4.3 Considers opportunities for secondary students to evaluate course content, format, and presentation.

Criterion 5: THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

5.1 Establishes and clearly communicates parameters for student classroom behavior.

5.2 Assists students toward self-discipline and acceptable standards of behavior.

5.3 Keeps an accurate accounting of student attendance utilizing the processes established by the school.

5.4 Keeps administration and parents/guardians informed of attendance and classroom behavior on a systematic, accurate, and timely basis.

5.5 Respects students' self-worth in managing student behavior and attendance problems.

5.6 Identifies and attempts to change conditions which may lead to disciplinary problems.

5.7 Makes appropriate use of support personnel, e.g., counselors, social workers, nurses, therapists.

5.8 Manages discipline problems in accordance with administrative regulations, school board policies, and legal requirements.

5.9 Promotes an environment which encourages positive peer group interaction.

Criterion 6: INTEREST IN TEACHING PUPILS

6.1 Demonstrates understanding and acceptance of different racial, ethnic, cultural, religious values and lifestyles, and an avoidance of stereotyping.

6.2 Demonstrates awareness of physical and emotional needs of students.

6.3 Demonstrates positive interaction with students.

6.4 Uses knowledge of individual students to design educational experiences.

Criterion 7: KNOWLEDGE OF SUBJECT MATTER

7.1 Demonstrates a depth of knowledge of the subject matter by providing lessons and learning activities that focus on the specified curriculum.

7.2 Demonstrates a knowledge of the scope and sequence of subject matter.

7.3 Demonstrates a relationship between one subject matter field and another.

Criterion 8: PROFESSIONAL RESPONSIBILITY

8.1 Practices punctuality, timely and accurate completion of required records and reports, and appropriate use of planning time.

8.2 Assumes a fair share of the responsibility for the general operation of the school, e.g. general supervision of students, participation in school sponsored functions for parents/guardians and the general public, support for the student activity program, and participation in staff and district meetings/committees.

8.3 Shows respect for all staff members.

8.4 Exercises discretion in dealing with confidential material regarding students.

8.5 Selects appropriate channels for resolving concerns/problems, including those channels found within the collective bargaining contract.

8.6 Provides information for a substitute.

8.7 Exercises discretion and appropriate use of language in working with students.

APPENDIX C

ANNUAL PERFORMANCE EVALUATION FORM

Please refer to separate instructions for completion of this Annual Performance Evaluation.

1. Name of Educator: _____
   Last First (Initial)

2. Title: _____ 3. Place of Assignment: _____

4. Nature of Assignment: _____

_____

_____

5. (*) Performance evaluation of Educator to this date (check appropriate box below):

   5a ☐ SATISFACTORY (see instruction 5a)

   _____

   _____

   _____

   _____

   5b ☐ UNSATISFACTORY (see instruction 5b)

6. Factors which influence the Educator's Performance:

   a. Those outside the Educator's control: _____

   _____

   b. Those within the Educator's control: _____

   _____

7. Sources of Information: _____

8. Comments by Educator: (optional) _____

_____

_____

_____

_____

9. _____
   Signature and title of person preparing this report

10. _____
    Signature of Educator
    (The Educator's signature indicates only that the Educator has reviewed the Annual Performance Evaluation in conference with the person who prepared the report.)

11. Date of Conference: _____

12. Distribution: Original to appropriate regional or administrative office
    First copy to Educator
    Second copy to be retained in building files
    Third copy to be used for work sheet

*The District criteria will be utilized in the evaluation process.

Instructions for the Completion of the Annual Performance Evaluation

The Annual Performance Evaluation form is designed to be used for all certificated employees in Seattle Public Schools. The term Educator, as used in the Annual Performance Evaluation form, applies to all certificated employees.

Each building principal shall be responsible for completing the Annual Performance Evaluation on every professional staff member whose major portion of assignment is in his or her building. Anyone who does not spend a major portion of his or her time in one building shall be evaluated by the administrative director or supervisor responsible for his or her particular service.

Instructions, requirements and suggestions pertaining to each numbered item of the report form follow:

1. Name of Educator: Educational Data Systems (EDS) will enter the name of the Educator on whom this report is prepared.

2. Title: EDS will enter title of Educator, e.g., teacher, principal, vice-principal, counselor, supervisor, director, assistant superintendent, etc.

3. Place of Assignment: EDS will enter the name of the building to which the Educator is attached; for an itinerant Educator, the office out of which he or she works.

4. Nature of Assignment: This item is designed to reflect the diverse character of some assignments, e.g., the teacher who meets two classes in grade 12 history, two classes in grade 11 social studies, one class in grade 12 contemporary problems; the school psychologist who serves five elementary schools; the school nurse who serves two elementary schools; member of a teaching team, developmental or experimental program, etc.

5. Performance Evaluation of Educator to this date: Check appropriate box, either 5a or 5b. As it will be observed, this form does not provide for options other than Satisfactory or Unsatisfactory. Please check one or the other.

   A. SATISFACTORY: If overall performance to this date is judged to be Satisfactory, comments should be entered in the space provided below 5a. The person making the report is urged to comment on noteworthy successes.

   B. UNSATISFACTORY: If overall performance to this date is judged to be Unsatisfactory, the District shall follow the procedures listed below:

      1. The institution of an immediate program to assist the Educator judged unsatisfactory. Among suggested procedures are the following:

(a) Professional In-Service classes

(b) Direct assistance by the principal, department head, and grade level or subject teachers

(c) Suggestions and assistance from subject area consultants

2. The completion of an additional report that must be presented to the Educator for his or her review and signature at the time of the Annual Performance Evaluation conference. The written report shall set forth all the reasons which led to the conclusion that the Educator's performance was judged unsatisfactory. The report must include the following:

(a) Written directions and suggestions that have been given the Educator to help him or her improve.

(b) Previous direct effort made to assist the Educator.

(c) Clear statements of the improvements that must be attained and constructive recommendations and program to be followed as stated in 5b, item 1.

6. Factors which influence the Educator's work: This item is designed to reflect factors and conditions, both outside and within the Educator's control, which may adversely affect the performance of the Educator.

7. Sources of Information: Enter sources and means by which service of Educator is judged to be either Satisfactory or Unsatisfactory, such as, personal observation of Educator at work, signed written reports from other persons including comments by the Educator.

8. Comments by Educator: A written comment by the Educator is optional.

9. Signature and title of person preparing the Annual Performance Evaluation

10. Signature and title of Educator on whom the Annual Performance Evaluation is prepared

11. Date of Conference

12. Preparation and Distribution

A. Principals and administrators are advised that special care is needed in handling these carbonized forms. Words and marks not intended for the files often appear on the carbon copies.

B. Principals and administrators should check to insure that forms are filled out completely and accurately: name of school, dates, title of appraiser, signatures, etc.

C. The evaluation process provides for an original and two copies. The original should be forwarded to the regional or administrative office. The first copy should be given to the Educator. The second copy shall be retained in the employee's work site personnel file.

D. Care must be taken to insure that action is completed by the dates indicated in the timetable.

E. In order to improve legibility, it is requested that forms by typed.

CRITE	YE	NO	COMMENTS If NO, refer to indicators by numbe with specific comments.
Criterion 2: CLASSROOM MANAGEMENT. The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.			
Criterion 3: PROFESSIONAL PREPARATION AND SCHOLARSHIP. The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.			
Criterion 4: EFFORT TOWARD IMPROVEMENT WHEN NEEDED. The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.			
Criterion 5: THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS. The certificated classroom teacher demonstrates the ability to manage the noninstructional, human dynamics in the educational setting			
Criterion 6: INTEREST IN TEACHING PUPILS. The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.			
Criterion 7: KNOWLEDGE OF SUBJECT MATTER. The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).			
Criterion 8: PROFESSIONAL RESPONSIBILITY. The certificated classroom teacher demonstrates, in his or her performance, professional responsibility and commitment to attendant details.			

(Carbonless forms; please handle with care)

NARRATIVE STATEMENT

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Date_____

Classroom Teacher_____

Observer_____

(Carbonless forms; please handle with care)